

**CALIFORNIA DEPARTMENT OF SOCIAL SERVICES
IMMIGRATION SERVICES FUNDING
FREQUENTLY ASKED QUESTIONS
JANUARY 2018**

HIGHLIGHTS

- Beginning with the 2017-18 funding year, the CDSS will no longer fund DACA services.
- Services provided under this funding shall not be used to provide legal services to an individual who has been convicted of, or who is currently appealing a conviction for, a violent felony, as defined in subdivision (c) of Section 667.5 of the Penal Code, or a serious felony, as defined in subdivision (c) of Section 1192.7 of the Penal Code. Client intake services shall be provided regardless of an individual's criminal history. Individuals whose criminal records are shown to be inaccurate shall not be prohibited from being eligible for services.

ELIGIBILITY

- **MUST ALL ORGANIZATIONS MEET THE OFFICE OF LEGAL ACCESS PROGRAMS (OLAP) OR STATE BAR TRUST FUND ELIGIBILITY REQUIREMENTS?**
- All organizations, including subcontractors, providing legal services are required to be recognized by OLAP or eligible for receiving funds from State Bar Legal Services Trust Fund Program. An organization is "recognized" when OLAP gives a non-profit organization in the United States permission to practice immigration law through accredited representatives before DHS only (partial accreditation) or DHS and EOIR (full accreditation).

CONTRACTING

- **WHAT IS THE CONTRACT TERM?**
- The ISF contract term period is from January 1, 2018 to March 31, 2019. However, all awarded deliverables and services must be completed by December 31, 2018. The timeframe from January 1, 2019 to March 31, 2019 is reserved for CDSS internal administrative purposes. As a quick reference, the Removal Defense contract term period is from January 1, 2018 to March 31, 2020. Contractor must engage all clients by December 31, 2019. All eligible activities can be claimed and all reporting data needs to be tracked as of January 1, 2018, as required per Standard Agreement, Exhibit A, the scope of work.
- **WHAT OTHER IMMIGRATION REMEDIES ARE COVERED UNDER THIS CONTRACT?**
- "Other Immigration Remedies" include, but are not limited to: U-Visa, T-Visa, SIJS, Violence Against Women Act (VAWA) self-petitions, family-based petitions, asylum, or other affirmative remedies for which applicants may qualify. Other Affirmative Remedies will be considered on a case-by-case basis. Please submit your other affirmative remedy to your contract analyst for further discussion. [Refer to Standard Agreement, Exhibit A – Scope of Work, Section C - Terms and Conditions, Part 2.a-e.]

INVOICING

- **WHEN IS THE FIRST INVOICE DUE?**
- First ISF and RD Invoices are due by January 31, 2018. Please submit your invoice by this date to ensure proper payments processing. Contracts must be executed in order to process an invoice. [Refer to the Standard Agreement, Exhibit B – Budget Provisions, Section B –Invoicing and Payment, Part 1-6].
- **CAN INVOICES BE SUBMITTED ELECTRONICALLY?**
- Invoices are required to be submitted electronically to ImmigrationInvoices@dss.ca.gov. This information will also be included in the Standard Agreement, Exhibit B and the on the Invoice form.

Please retain hard copy invoices with original signatures in blue ink from an authorized signor in your organization for no less than three years. Any invoices submitted by mail will be processed; however, all contractors are encouraged to submit invoices electronically per the instructions on the invoice form and in the Standard Agreement, Exhibit B. .

- **WHEN ARE PAYMENTS DISBURSED?**

- The CDSS does not disburse payments directly. All payments are disbursed through the State Controller's Office and processing takes approximately 6-8 weeks to complete. Funds will be distributed according to the contract terms detailed in the Standard Agreement, Exhibit B and this includes contractors completing deliverables prior to the end of the 12-month contract term. [Refer to the Standard Agreement, Exhibit B, Section A - Rate of Compensation.]

REPORTING

- **WHAT IS THE PURPOSE OF REPORTING DATA TO CDSS?**

- Welfare and Institutions Code Section (WIC) § 13305 requires the CDSS to collect demographic data regarding the services provided through this funding. As outlined in WIC § 13305 and in the reporting forms, the CDSS will report detailed summaries of the number of clients served, demographic characteristics of those clients, non-profit organizational practices, and other related information on services provided. Data reporting will ultimately benefit CDSS, contracting organizations, and immigrant communities by giving the state of California the necessary information to improve program administration, evaluation, and performance.

- **WHEN ARE REPORTS DUE?**

- Reporting due dates are detailed below and are in the Standard Agreement in Exhibit A-Scope of Work. Any delays in accurate and complete submissions of quarterly reports will result in the withholding of funding. [Refer to the Standard Agreement, Exhibit A – Scope of Work, Section C – Terms and Conditions, Part 6.a-c.]

Period Covered	Quarterly Report Due to CDSS
01/01/2018 – 03/30/2018	04/16/2018
04/01/2018 – 06/30/2018	07/16/2018
07/01/2018 – 09/30/2018	10/15/2018
10/01/2018 – 12/31/2018	01/15/2019

- **WHEN WILL THE REPORTING FORMS BE AVAILABLE?**

Revised reporting forms for FY 17/18 will be released before March 2018. For new contractors, you can visit the Data Systems & Survey Design Bureau website at www.cdss.ca.gov/inforesources/Research-and-Data/DSSDB to review the reporting forms for the previous fiscal year to familiarize yourself with the forms and their instructions. The CDSS will hold a Reporting Form Training Webinar once the forms have been revised. Participation in the Reporting Form Webinar is required for all participating contractors. This is an opportunity to learn about the expectations of the reporting form and how to properly complete and submit the reporting form to CDSS.

- **CAN AN ORGANIZATION PROVIDE SERVICES WITH NO REPORTING FORMS?**

- The contract states services can begin on January 1, 2018. Contractors are still responsible for collecting data on any services provided as of January 1, 2018 for data input when the forms are made available. For new contractors, you can visit <http://www.cdss.ca.gov/inforesources/Research-and-Data/DSSDB> to review the reporting forms for the previous fiscal year to familiarize yourself with forms.

- **HOW DO I REVISE MY REPORT?**

- The “revision period” has been eliminated to ensure timely, accurate and complete submission of reported data to the CDSS, Legislature and other program stakeholders.
- **WHAT SHOULD BE CONSIDERED WHEN COLLABORATING WITH ANOTHER CONTRACTOR?**
- Collaborating contractors need to be clear in establishing roles for each organization prior to collaborating on an event or service. Deliverables and reporting of people served or reached should not be duplicated. Contractors should work with each other to accurately report the number of unique individuals served or reached by each organization. The CDSS will only provide compensation to one contractor for a specific service provided to each individual client. Multiple contractors may not bill CDSS for the same services provided to the same individual client; however, contractors providing different services to the same individual or group of individuals can each count the individual or group of individuals towards their deliverables. Please refer to the Standard Agreement, Exhibit A, which outlines the criteria for providing a billable service.
- **IS A CASE CONSIDERED “COMPLETE” WHERE IT IS RECOMMENDED THAT A CLIENT NOT SUBMIT AN APPLICATION?**
- If in the process of following due diligence on a client’s case, your organization determines it is in the client’s best interest not to submit an application, this is considered a billable service and the organization is required to retain the documentation and evidence of services provided listed in the Standard Agreement, Exhibit A - Terms and Conditions, Section C – Terms and Conditions, Part 3.b.1-3.

EDUCATION AND OUTREACH

- **WHAT IS THE PURPOSE OF EDUCATION AND OUTREACH (E&O) ACTIVITIES?**
- To **promote** the benefits of immigration remedies, Know Your Rights, and federal immigration updates. To **explain** eligibility for immigration remedies. To **refer** individuals to qualified service providers who can assist with immigration remedy applications. Contractors are expected to have conversations with individuals, explain immigration benefits and/or basic immigration rights, and connect them to qualified service providers. [Refer to the Standard Agreement, Exhibit A – Scope of Work, Section C - Terms and Conditions, Part 2.a-e.]
- **WHAT ARE UNALLOWABLE E&O ACTIVITIES?**
- Unallowable E&O activities include social media campaigns,; referral lines; media buys such as television or radio advertisements; a light-touch strategy that fails to “promote, explain and refer” (i.e., just passing out fliers on the street or at a fair is not enough); and providing legal advice. If you are uncertain about an allowable or unallowable strategy, please contact us directly.
- **CAN EDUCATION AND OUTREACH SERVICES BE COUNTED IF THE SERVICE IS PROVIDED BY TELEPHONE AND MAIL?**
- To count as an E&O activity, services provided by telephone must meet the “promote, explain, refer” process, involve significant time spent with the client, and capture the required demographic data. For that same person, follow up information can be sent by mail. However, materials sent by mail only would not count as an E&O activity.

LEGAL TRAINING AND TECHNICAL ASSISTANCE (LTTA)

- **WHAT ARE LTTA SERVICES?**
- Services provided by our LTTA Contractors include, but are not limited to, webinars, in-person trainings, and technical assistance in the form of answering questions via email, fax, or phone from organizations funded by the CDSS to assist with DACA, naturalization, other immigration remedies, and other immigration-related topics as it pertains to services under this funding. [Refer to the Standard Agreement, Exhibit A – Scope of Work, Section C - Terms and Conditions, Part 2.a-e.]

- **HOW DO I LEARN ABOUT AVAILABLE IN-PERSON AND WEBINAR TRAININGS?**
- The CDSS and Legal Training and Technical Assistance contractors are sending out training notices via email to all contracted ISF partners. Training announcements coming directly from CDSS are free and available to contractors, subcontractors and volunteers providing services under the CDSS Immigration Services Funding. In addition, providers should use the LTТА contact list, as provided by the Immigration Branch, to contact the Legal Training and Technical Assistance contractors to learn about services available to services providers funded under this program. Please forward any questions regarding LTТА to ImmigrationServices@dss.ca.gov.

SITE VISITS

- **WILL CDSS CONDUCT A SITE VISIT OF MY ORGANIZATION?**
- The CDSS will be scheduling site visits for new and underperforming contractors and contractors with large grant awards, during course of the contract period. Contractors are encouraged to refer to their Standard Agreement, Exhibit A – Scope of Work, Section 3 - Terms and Conditions, Part 3.b.1-3, which provides guidance on type of service documentation that will be requested during a site visit. All other contractors will be receiving a desk review and will be contacted directly with further instructions prior to the desk review.
- **DO WE HAVE TO DISCLOSE IDENTIFYING CLIENT INFORMATION DURING THE SITE VISIT?**
- All identifying personal information, such as clients' names and addresses, should be redacted properly when providing CDSS with documentation on services provided. Include only documents detailed in the Scope of Work and provided on the Site Visit/Desk Review instructions. Do not include any other documents such as pictures, copy of social security cards, copy of green cards, etc.

CONTRACTOR TECHNICAL ASSISTANCE

- **WHO DO I CONTACT FOR CONTRACT RELATED QUESTIONS?**
- All contractors have an assigned analyst. When contacting CDSS regarding your contract or other program specific questions, please contact your assigned analyst directly. It will aid us in responding to your needs more effectively. General questions can also be sent to ImmigrationServices@dss.ca.gov.
- **WHAT SHOULD MY ORGANIZATION KNOW ABOUT THE STANDARD AGREEMENT?**
- The Standard Agreement is the most important resource for you to reference when contracting with the CDSS. All staff from each organization that provides services and are responsible for administrative obligations must review the Standard Agreement as well as have full knowledge of its contents. Contractors are expected to use the Standard Agreement as a tool in providing CDSS funded services. Some important sections in the Standard Agreement to pay close attention to are:
 - Service Definitions: Definitions for important terms, service categories and case types are contained in Exhibit A. Contractors are expected to read and understand the definitions for services under the Standard Agreement. If a contractor is not sure if the service being provided aligns with the definitions in the Standard Agreement, a contractor is expected to reach out the department for guidance.
 - Invoicing: The funding schedule and invoicing due dates are outlined in Exhibit B. Contractors are expected to submit accurate and timely invoices based on this schedule.
 - Reporting: Reporting form due dates and submission emails are contained in Exhibit A of the Standard Agreement. Contractors are required to submit reports based on this schedule.
- **WHAT ARE THE EXPECTATIONS FOR CONTRACTORS?**
- Contractors are expected to adhere to the terms of the contract with CDSS. Contractors are expected to be responsive to CDSS communications; read the contract, scope of work, and all of the exhibits in its entirety; educate and train your staff on the scope of work for this program and contract

expectations; appoint a primary contact who will communicate directly with the assigned analysts; meet deadlines set forth for reporting, invoicing, and other requests from CDSS; and attend all CDSS conference calls. All CDSS conference calls are required unless noted.

- **CAN CONTRACTORS CHARGE CLIENTS FEES?**

- Contractor are prohibited from charging a client or any other individual or entity for any services provided pursuant to this Agreement; accepting any compensation including pre-payment or co-payments from a client for any services provided to a client pursuant to this Agreement; charging an organization or any individual or entity for the training, technical assistance or education and outreach provided pursuant to this Agreement; accepting any compensation including pre-payments or co-payments for any training, technical assistance or education and outreach provided pursuant to this Agreement; and charging any membership fees to access services pursuant to this Agreement. [Refer to the Standard Agreement, Exhibit A – Scope of Work, Section C - Terms and Conditions, Part 7.a-b.]

- **IS THERE A CONTRACTOR CONTACT LIST?**

- To encourage coordination and collaboration among the ISF organizations, the CDSS will develop a contact list. This list provides pertinent program and contact information of each contractor. When making referrals or in need of support, we encourage you to reach out to each other in addition to us. The list will be emailed to all of the contractors and posted on our website.

- **WHAT SHOULD I CONSIDER WHEN SUBCONTRACTING?**

- Subcontractors providing legal services must be a non-profit organization and have staff authorized to practice immigration law, including OLAP accredited staff or attorneys. Contractors may not substitute any subcontractor without advance written consent of the CDSS. The primary contractor is responsible for subcontractor performance. Contractor shall provide a signed agreement between the Contractor and each subcontractor within thirty (30) days of the final execution of this Standard Agreement that describes the services to be provided by the subcontractor pursuant to this Standard Agreement, and the compensation to be received by the subcontractor for performing said services. Primary organizations are fully responsible for the quality of services provided by any and all subcontractors providing services under this funding. Primary organizations are fully responsible for collecting the required data from subcontracted partners.

- **HOW DO I CONTACT CDSS?**

- For specific contract matters such as service questions, concerns, and scenarios, your first point of contact is your assigned contract analyst. Although we are very responsive, there are times when a response may take longer than normal due to heavy workloads and internal meetings. Please allow us ample time to respond to all matters before reaching out to alternative resources within the unit or department.
- The Immigration Services inbox is for general inquiries and public requests. Please forward any general questions to ImmigrationServices@dss.ca.gov.
- Please send all correspondence to 744 P Street, MS 8-9-33, Sacramento, CA 95814.